Comhairle Contae Lú
Louth County Council

OPEN PROCEDURE

REQUEST FOR TENDER

MULTI-PARTY FRAMEWORK AGREEMENT

Louth & Monaghan Local Enterprise Offices Training Services

Anticipated Number in Framework	**A max of 3 economic operators per Lot**
Scope of the Framework	Tender to establish a Multi-Party Framework Agreement for the provision and delivery of Training Services under each Lot to clients of the Local Enterprise Offices in counties Louth and Monaghan
Procedure	Open Procedure – National Level
eTenders ref (CfT Resource ID):	As per eTenders
Key Dates	
Issue Date	As per eTenders
Closing Date for Queries	As per eTenders
Closing Date for Tender Submissions	As per eTenders
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal ***www.etenders.gov.ie***. Registration is free of charge and there is no charge for documents.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.

CONTENTS

1 ABOUT THE CONTRACTING AUTHORITY 5
1.1 The Contracting Authority 5
1.2 Disclaimer 5
1.3 Use of eTenders 6
1.4 Use of a Tender Response Document 6
1.5 Small and Medium Enterprise Participation 6
2 ABOUT THE FRAMEWORK AGREEMENT 7
2.1 Type of Framework Agreement 7
2.2 Overview of Requirements under the Framework Agreement 7
2.2.1 The Scope of the Framework Agreement 7
2.2.2 Additional Call-Off Contracts under the Framework 12
2.3 Anticipated Timeline 12
2.4 Numbers admitted to the Framework 12
2.5 Duration of the Framework Agreement 13
2.6 Estimated Value for the Framework Agreement 13
2.7 Awarding Contracts under the Framework Agreement 13
2.7.1 Use of Cascade Method 13
2.8 Right to tender outside of the Framework Agreement 13
2.9 Compliance with the Framework Agreement Terms and Conditions 14
2.10 Contract Terms and Conditions 14
2.11 Award to Runner Up 14
3 DETAILED SPECIFICATION OF REQUIREMENTS 15
3.1 Scope of Requirement under the Framework Agreement – Initial Call-Off Contract 15
3.2 Details of Additional Contracts under the Framework Agreement 16
3.3 Site Visits 16
3.4 Contract Management 16
4 SELECTION CRITERIA 17
4.1 Use of the European Single Procurement Document 17
4.2 Relying on the Standing of Other Entities 17
4.3 General, Legal and Financial Requirements 18
4.4 Technical Capacity Requirements 21
5 AWARD CRITERIA 22
5.1 Methodology for Calculating the Cost Score 25
5.2 Methodology for Calculating Scoring of Qualitative Criteria 25

5.3 Post Tender Clarification 26
5.4 Verification 26
5.5 Clarification of Abnormally Low Tenders 27
5.6 Right to Confirm Suitability 27
6 INSTRUCTIONS FOR TENDERERS 28
6.1 Submission of Tenders 28
6.1.1 Accessing Documents 28
6.1.2 Submitting your Response 28
6.2 Closing date for Tenders 29
6.3 Queries 29
6.4 Extension of Tender Period 29
6.5 Tender Validity Period 29
6.6 Discrepancies between Documents 29
6.7 Formatting of Tenders / Amending Tender Documents 30
6.8 Collusive Tendering 30
6.9 Confidentiality 30
6.10 Clarification of Tenders 30
6.11 Correction of errors 30
6.12 Change in the composition of a Tenderer 31
6.13 Interference and Inducement to Purchase 31
6.14 Conflict of Interest 31
6.15 Publicity 31
6.16 Right Not to Award 32
6.17 Notification of Tender Evaluations 32
6.18 Award Notices 32
6.19 Policy on Personal Debriefings 32
6.20 Copyright 32
6.21 Brand Names, etc. 32
6.22 Environmental Aspects 33
6.23 Knowledge and Skills Transfer 33
6.24 Currency and Payments 33
6.25 Irish Legislation and Law 33
6.26 Anti-Competitive Conduct 33
6.27 Accessibility / Dignity at Work 33
6.28 Withholding Tax 33

6.29 Freedom of Information 34
6.30 Late Payment 34
6.31 Data Protection 34
6.32 Changes in Legislation 35
6.33 International Procurement Instrument-IPI 35
6.34 Responsibility of Successful Party 35

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Louth County Council, acting on behalf of Louth & Monaghan Enterprise Offices, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website www.louthcoco.ie and below:

The Contracting Authority is carrying out this procurement on behalf of the Local Enterprise Offices of Louth & Monaghan, herein after referred to as LEO.

LEO Louth & Monaghan promote the development of enterprise and small business creation in their counties.

LEO Louth & Monaghan are 2 (two) of 31 (thirty-one) dedicated LEOs across the Local Authority network in Ireland and supports people who are interested in starting up a new business or who are already in business including entrepreneurs, early-stage promoters and small businesses looking to expand.

LEO Louth & Monaghan provides a range of services including Business Advice, Training, Mentoring, Financial support and sector specific supports.

More information can be found here:

LEO Louth: www.localenterprise.ie/Louth

LEO Monaghan: www.localenterprise.ie/Monaghan

1.2 Disclaimer

This Request for Tenders (RFT) document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

1.3 Use of eTenders

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

1.4 Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Appendix A – Framework Agreement Terms and Conditions
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a **Zip file** in order to protect the integrity of file names.

1.5 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 ABOUT THE FRAMEWORK AGREEMENT

2.1 Type of Framework Agreement

The Contracting Authority invites tenders for the establishment of a multi-party framework agreement for the provision of Training Services, detailed in Section 2.1, for Local Enterprise Offices Louth & Monaghan. The Framework Agreement will be established with max 3(three) economic operators per Lot. Thereafter contracts will be awarded in accordance with the rules contained herein.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

2.2 Overview of Requirements under the Framework Agreement

2.2.1 The Scope of the Framework Agreement

The purpose of this competition is to establish a multi-party framework agreement for the provision of Training services for LEO Louth & Monaghan and it will operate on a cascade method.

The list below outlines the type of training programmes LEO Louth & LEO Monaghan plan to run during the lifetime of this framework. A panel of service providers will be established to deliver courses / workshops for the lifetime of this framework subject to budget and satisfactory performance.

Trainer Requirements: 3+ years' experience specific to each LOT that is being applied for, with 2+ years' experience delivering training to micro to small enterprises.

Lot 1: Finance for SMEs

The Finance training courses and workshops aim to assist micro-business owner/managers in developing their financial understanding. They will equip participants with the skills to manage various financial responsibilities for small business owner/managers. Some of the courses should include (but not necessarily limited to) a range of the following topics:

N.B: Please note a separate Tender Response Document will need to be completed for each Lot Applied for.

The listing below is an indication of programmes under consideration and which may be scheduled subject to demand and/or availability of funding. In the Tender Response Document, select the LOTs being applied for along with the sub LOTs relevant to experience.

Lot 1 Finance for SMEs			
Basic Bookkeeping - Manual & Computerised		VAT	
		Computerised Accounts	
Taxation		General Banking for Businesses	

ROS (Revenue Online Services)		Pensions	
Accounting Software		Costing/Pricing	
Preference Share Management		Pitching for Investment/ Borrowing	
Succession Planning		Developing a Winning Business Plan	
Funding (Sources, Grants Applications, Drawdown etc.)		VAT registration, Income Tax & Tax compliancy	
Financial Management/Cashflow		Credit Control	
Financial Management for Entrepreneurs		Debt Management	
Preparing for a Revenue Audit		Sage 50 Accounts Programme	
Small Business Accounts		**Other (please state)**	

Lot 2: Sales and Marketing

Programmes delivered under this lot will enable participants to properly market their business, make sure they have a clear marketing strategy in place, develop and promote their business' brand, and ultimately drive sales as a result.

Please indicate which of the following sublots you have relevant experience and are competent in delivering training on:

Lot 2 Sales and Marketing			
Lead Generation/Sales		Packaging	
Growth Strategy		Market Entry / Route to Market	
New Software Applications		Branding	
Product Design		Account Management of Clients	
Market Research		Marketing On a Budget	
Strategic Planning		How To Sell Your Brand	
Presentation and Pitching Skills		Advertising	
Data Analysis		Import/Export	
Selling Online		Podcasts	
Communication		Sales & Negotiation Techniques	
Content Creation & Copywriting		Product & Business Photography	
Developing and Reviewing a Marketing Strategy		Green Marketing (Telling Your Green Story)	
Personal Development			
Sales & Marketing using AI tools		**Other (please state)**	

LOT 3 Social Media/ WEB/ /Digital

Programmes delivered under this Lot will provide participants with an understanding of how to use the various Social Media platforms, at both a beginner and advanced level, to promote their business. They should also provide business owners with useful social media tips that will enable them to engage more productively and creatively with social media.

Please indicate which of the following sublots you have relevant experience and are competent in delivering training on:

Lot 3 Social-Media & Digital Marketing			
Google Analytics		Digital Planning & Management	
Search Engine Optimization		ChatGPT	
Shopify		Cybersecurity	
Selling Online		Brand & Visual Storytelling	
CapCut		Business Blogging	
Email Marketing		Social Media Reels	
Online Marketing Videos & Editing		Digital Marketing Platforms for Business Beginner & Advanced Stage:	
Podcasting		• Facebook	
Social Media Tools and Strategies		• X / Twitter	
Content Creation		• LinkedIn	
Google Tools		• Instagram	
How to Market Online		• TikTok	
Canva (Beginners & Advanced)		• Snapchat	
Artificial Intelligence		**Other (please state)**	

Lot 4: Human Resources & Health and Safety

Employees are the most viable asset a company has. Courses delivered under this Lot will provide participants with an insight into the management of staff in their business.

Please indicate which of the following sublots you have relevant experience and are competent in delivering training on:

Lot 4 Human Resources			
Interviewing & Recruitment		Employment Law	
Employee Motivation		Performance Management	
Communication		Safety & Wellness	
People Management		A Guide to Employer Obligations from the	

		Workplace Relations Commission	
Blended/Remote Working - Obligations for the Employer		Employment Contracts - Who, Why, How & When?	
Managing your Personal Safety at Work		Health and Safety in the Workplace (Legislation and Procedures)	
Equality & Diversity			
Understanding Employment Policies & Procedures		**Other (please state)**	

Lot 5: Business Management & Owner Management Development Programmes

Under this lot, courses should cover a range of different business related topics.

Please indicate which of the following sublots you have relevant experience and are competent in delivering training on:

Lot 5 Business Management & Owner Management Development Programmes			
Business Planning & Management		Manufacturing /Production	
Supply Chain Management		Business Expansion Processes	
Research & Development		Quality Management	
Franchising		Business Matters - What you need to know before starting a start-up	
Lean Principles		Resource Management	
HR & Team Management		Innovation	
Process Engineering		Communications & PR	
Leadership & Company Culture		Tendering For Business / Public Procurement	
Costing / Pricing		GDPR	
Product Design & Development		Pitching/Presentation/Communication Skills	
Commercialisation		Working and Living as a Self-Employed Person	
Resilience in the Workplace		Managing Stress in the Workplace	
Women in Business Specific Programmes		**Other (please state)**	

Lot 6: Food & Drink Sector

Training under this Lot are aimed at entrepreneurs and SME's in the food and drink sector. The courses should help participants learn about various aspects of running a food business such as food safety and regulatory requirements, market research and branding, sustainability, marketing, finance, and distribution.

Please indicate which of the following sublots you have relevant experience and are

competent in delivering training on:

Lot 6 Food & Drink Sectors			
Market Research / Marketing		Food Tourism	
Labelling and Sustainable Packaging		Product Design	
Branding		Import/Export/Distribution Home & Abroad	
Environmental Awareness / Sustainable Business Practices		Innovative Sustainability Product Development	
Selling at Farmers Markets		Food Trucks (Set-up and legislation)	
Food Business Development Programmes		Food Safety Training	
		Food Hygiene Training	
How to Scale up your Food Business		HACCP	
		Food Starter Programme	
Product Photography		**Other (please state)**	

Lot 7: Design / Craft / Creative Sectors

Under this Lot, training courses will be tailored for businesses in the design / craft and creative sectors.

Please indicate which of the following sublots you have relevant experience and are competent in delivering training on:

Lot 7 Design / Craft / Creative Sectors			
Growth strategy		Import / Export	
Branding / Brand Development		Strategic Planning	
Product Design		Maximising Your Income	
Merchandising for Trade Shows / Pop-up Shops		Marketing & Selling Online	
Routes to Market - Retail Sector		Understanding Retail Businesses	
Sustainable Business Practices		New Product Development	
Product Photography		**Other (please state)**	

Lot 8: IP / Legal Services including Patents, Trademark

This Lot focuses on the legal requirements of Business owners. Participants should gain knowledge of areas such as Patents, Copyright, Intellectual Property and more.

Please indicate which of the following sublots you have relevant experience and are competent in delivering training on:

Lot 8 IP / Legal Services including Patents, Trademark			
Patents		Trademarks	
Copyright		Intellectual Property	
Investor readiness		Commercialisation	
MVP Development		Growth strategy	
GDPR		**Other (please state)**	

Under each framework agreement for every Lot, a maximum of 3(three) economic operators will be established per Lot, i.e the top 3(three) highest ranked successful tenderers for the Lot. This maximum of 3(three) per Lot is subject to that number meeting the minimum criteria and rules.

Each Tenderer can apply for 1(one) or more Lots.

N.B: Please note a separate Tender Response Document will need to be completed for each Lot Applied.

2.2.2 Additional Call-Off Contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender. These are described in Section 3.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Dates for Site Visit (if applicable)	N/A
Closing date for Receipt of Tenders	As specified on title page
Clarification / verification meetings (if anticipated)	N/A
Award decision	Price/Quality
Framework Agreement Commencement	TBD

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

2.4 Numbers admitted to the Framework

The framework agreement will be established as a multi-party framework agreement with a maximum of 3(three) economic operators, per lot, subject to that number meeting the minimum criteria and rules.

In the absence of sufficient numbers qualifying for admittance to the framework, the Contracting Authority reserves the right to establish the framework with the qualifying parties, even where this may result in only one party qualifying.

2.5 Duration of the Framework Agreement

Each framework agreement per Lot, will be for a maximum period of 2 (two) years with an option to extend for a further 2 x 12 (twelve) month period (4 (four) year duration of framework is all extensions utilised).

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €210,000 excluding VAT.

The estimated maximum aggregate value across all lots is €210,000 exclusive of VAT

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

2.7 Awarding Contracts under the Framework Agreement

In the case of a multi-party framework agreement contracts may be awarded as follows:

2.7.1 Use of Cascade Method

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are unable to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

Please note that the cascade method will be used as following:

Economic operators will be ranked in accordance with the overall scores achieved with the highest scoring tenderer being ranked as No.1.

LEO Louth & Monaghan will revert to No.1 places tenderer and continue the process. If a Tenderer is unable to accept the assignment it will then be offered to the next tenderer.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply the relegation process detailed in Appendix A Framework Terms and Conditions.

2.8 Right to tender outside of the Framework Agreement

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework agreement for the procurement of any requirement without reference to the Framework Member(s). Admission to a framework agreement does not guarantee the award

of any contract to any economic operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

2.9 Compliance with the Framework Agreement Terms and Conditions

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix A.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Section below on Instructions for Tenderers.

2.10 Contract Terms and Conditions

In addition, tenderers should review the Contract Terms and Conditions which will apply to each discrete assignment under the framework, as appended at the relevant Appendix.

2.11 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period.

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

3 DETAILED SPECIFICATION OF REQUIREMENTS

3.1 Scope of Requirement under the Framework Agreement – Initial Call-Off Contract

Section 2.2.1 outlines the type of training programmes LEO Louth & LEO Monaghan plans to run during the lifetime of this framework. A panel of service providers will be established to deliver courses / workshops for the lifetime of this framework subject to budget and satisfactory performance.

The framework agreement will be established on foot of this tender competition. Each tenderer can apply for 1(one) or more Lots. They will also be required to identify any specific category of training they specialise in / deliver under the relevant Lot they have tendered for. Under each framework agreement for each Lot – the top 3(three) highest ranked successful tenderers for the lot will be appointed to the Lot in question. This maximum of 3(three) per LOT is subject to that number meeting the minimum criteria and rules.

Training services under each framework agreement for each Lot will run online and / or in venues booked by LEO Louth or Monaghan. Details of same will be advised to the training provider.

In person training/workshops will be hosted in venues within County Louth or County Monaghan. The LEO hosting the in-person training will cover the cost of the venue and costs in relating to promoting the course to LEO clients. Please note the LEO does not photocopy and prepare training materials for training suppliers, it is up to the trainer to provide training material / handouts to the clients.

For online training the economic operator will be responsible for facilitating the online platform and circulating the login details of same to participants. Tenderers should price for both scenarios in their responses.

When being awarded a training/workshop the trainer must accept the assignment within 2(two) working days. If the training is not accepted within 2(two) working days, it will be awarded to the next economic operator on the framework.

Provide notification of unavailability to the LEO within a reasonable period five (5) working days i.e., holidays, other work commitments electronically. Note, where a successful tenderer is unavailable to take assignments for long periods of time i.e., 6 months or more, the LEO reserves the right to remove the tenderer from the Framework.

The economic operator must provide the training presentation/ handout material to the LEO at least 1(one) week before the training is to commence. The presentation must include the LEO logo, on all slides, with the economic operator's logo only visible on the first slide. The link/ QR code to the survey / valuation form must be displayed on the last slide and sent out to all attendees after the training via email. Survey results will be shared with the training provider. Underperforming tenderers will be reviewed and discussed and may be removed from future work if performance does not meet agreed standards (A minimum satisfaction threshold of 80% must be achieved in attendee evaluations. Failure to meet this pass rate will be reviewed and discussed with the LEO – see Terms & Conditions for further information)

Tenderers should demonstrate their understanding of the SME's/microbusinesses sector and should show that their training proposals are practically based and aimed specifically at this sector. They should demonstrate their ability to deal with small business start-up's, developing businesses, business owners / managers, etc.

Each Lot may be run one, more than once or not at all during the framework period depending on demand and/or availability of funding. To facilitate clients, LEO Louth & Monaghan's training programmes may be delivered on any day from Monday to Sunday and at any time during the morning, afternoon and evening. It is up to the LEO to determine the optimal time, date, venue for each course.

LEO Louth & Monaghan reserves the right to cancel or postpone a course, at a minimum notice period of 2(two) working days, if participants numbers are insufficient or if unforeseen circumstances arise. LEO Louth and Monaghan will endeavour to fill and run all courses scheduled.

LEO Louth & Monaghan on occasion may have an observer present at the training courses.

Trainer's business cards, company promotional brochures or other private business promotional material may not be distributed by trainers to course participants. Trainers may place their business name, contact details and logo on the cover of course notes and on the introductory slide in addition to LEO Louth or Monaghan logo and other logos as prescribed by the LEO's. Trainers must not place their company name or branding on material related to the course other than as stated above. Trainers are reminded this is being delivered on behalf of the LEO's.

COST: the cost for proposals should be a fixed sum, to include costs of labour, design printing, materials, travel and expenses. LEO Louth or Monaghan does not pay travel expenses, parking expenses or subsistence to training suppliers. Tenderers should include the cost of delivering the training only, for online and in person.

LEO Louth or Monaghan will not be responsible for any costs incurred in the preparation of the tender response.

3.2 Details of Additional Contracts under the Framework Agreement

Not Applicable

3.3 Site Visits

Not Used

3.4 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance in adherence to an agreed Service Level Agreement and Key Performance Indicators (KPIs);
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

NOTE: Tenderers will note that contract management activities will be non-billable.

4 SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this framework agreement for each Lot, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

N.B: Please note a separate Tender Response Document will need to be completed for each Lot Applied

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 4.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the Standing of Other Entities

Small and Medium Enterprises (SMEs) are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities in order to meet criteria and / or deliver elements of the contract requirements on condition that they can prove to the satisfaction of the client that they will have these resources at their disposal when necessary.

Therefore, a tenderer may consist of a grouping of any number of economic operators[1]. Where a group come together in whatever form i.e. consortium, joint venture, subcontractors etc. to submit a Tender in response to this Request for Tender and regardless of the legal relationship between them, the Contracting Authority will deal with all matters relating to this competition through the entity (the "Lead Tenderer") who will carry overall responsibility for the performance of the contract only, if successful irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

The Lead Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel authorised to represent the tenderer and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person (including from any subcontractor) will not be accepted or responded to.

All Lead Tenderers relying on the capacity of other entities must:

- Identify in the TRD as the Lead Tenderer for the grouping with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made if successful.

[1] 'Economic operator' means any natural or legal person or public entity or group of such persons and / or entities, including any temporary association of undertakings, which offers the execution of works and / or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

- Identify in the TRD the relevant third parties upon whose capacity the Lead Tenderer is relying upon to meet selection criteria and / or deliver elements of the contract and identify the relevant criteria and elements of the contract.
- Ensure the TRD including all subsections are completed and submitted for all relevant third parties upon whom the Lead Tenderer is relying on to meet criteria and / or deliver elements of the contract if awarded.
- In all tenders, the Lead Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the TRD of the Lead Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified (e.g. 2 reference contracts) will be considered. Where relying on the experience of others, at least one of the references provided should include reference to their relevant experience.
  All references must be dated/ have been carried out within the last 3 years (2023, 2024, 2025), references given outside of these dates will not be accepted.

4.3 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document – Part A. The criteria and rules outlined below are assessed on a **PASS/FAIL basis.** Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable. Please complete this section in the TRD.
Declarations
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document. • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required. • Complete the Declaration regarding the International Procurement Instrument (2022/1031) and article 5K of Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine. • The Contracting Authority may decide to examine tenders before verifying the absence of exclusion grounds in Regulation 57 of the regulations (the "Exclusion Grounds") and the fulfilment of the Selection Criteria. However, notwithstanding anything contrary in this part 2.4, The Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any of the following for the purposes of verification of the status of the tenderer (including Prime Contractor and any Subcontractor). (i) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established. (ii) and information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same). • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as

amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

- If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

Tax compliance, Financial Capacity and Insurances	
Tax compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Financial capacity	(a) Confirmation that the tendering party turnover exceeded €30,000 during one/ of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of the framework agreement / any contract. In the case of an applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead applicant. Where group members are relying on the lead applicant's financial capacity, self-declaration / evidence will only be required of the lead.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million **(Insurance must include indemnity to Louth County Council or principal)** • Public Liability - €6.5 million **(Insurance must include indemnity to Louth County Council or principal)** • Professional Indemnity Insurance - €1 million

Additional Key Information: If awarded a contract under this competition:

(i) the economic operator will obtain and hold the types and levels of insurance as specified and required

(ii) the territorial limits and jurisdiction of its insurance policies to include Ireland

(iii) the economic operator confirms that they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any

outstanding claims, which could have a material adverse impact on the level of coverage specified above

A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful tenderer(s) prior to the award of (and shall be a condition of) any contract.

The successful Tenderer will, during the term of the contract be required to:

(i) immediately advise the Contracting Authority of any material change to its insured status
(ii) produce proof of current premiums paid upon request
(iii) provide valid certificates of insurance upon request

Note #1: Employer's liability insurance is not required for sole traders or self-employed individuals.

Note #2:

4.4 Technical Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a **PASS/FAIL** basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Please note separate Tender Response Document will need to be completed for each Lot applied.

The following are PASS/FAIL and are to be answered in the Tender Response Document (TRD)	
Previous Contracts / Experience Tenderers must submit details of successful delivery of 2(two) previous comparable contracts/experience involving the features required for the Lot, which are defined in the TRD. These projects should be within the last 3 (three) years (2023, 2024, 2025). The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise. **Note #1:** All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required. **Note #2:** In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.	**PASS/FAIL**

Note #3: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects must be from the 3rd party identified in the TRD. **Note #4:** Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only. Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable. **Note #5**: Contracts that have concluded in 2026 may be included as reference contracts. Ongoing/live contracts may not be included as examples of previous contract experience.	

5 AWARD CRITERIA

Only tenders that meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

In relation to the award criteria to be applied in mini competitions, please refer to the framework agreement terms and conditions, as the award criteria for such competitions may vary and may be based on some or all of the criteria below with the addition of other criteria. The contracting authority may also vary the weightings for mini competitions.

Please note that the maximum marks available is 10,000.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	25%	2,500	N/A
Title	The Cost Criterion		
Description	The quoted fee shall be the amount which is necessary to carry out all of the work required to satisfy the requirements set out the in RFT. The fee shall include all costs, be expressed in Euro only and be exclusive of VAT. The cost for proposals should be a fixed sum, to include costs of labour, design printing, materials, travel and expenses. LEO Louth or Monaghan		

<table>
<tr><td></td><td>does not pay travel expenses, parking expenses or subsistence to training suppliers. Tenderers should include the cost of delivering the training only, for online and in person.

The rate quoted shall remain fixed for the duration of the contract.

Day courses run from 09.30, with a one-hour lunch and concluding at 16.30. Therefore a ‘one-day’ course should be priced at 7 hours duration, and a half-day course as 3 hours duration, unless otherwise specified below.

Evening courses expected to be 3 hours in duration and to be run between 16:30 and 21:00. These will be paid at the same standard rates provided below.

Prices quoted for online and in person will be totaled. The cumulative lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion using the following formula.

<table>
<tr><td>Lowest Cost from a Bona Fide Tender</td><td>A</td></tr>
<tr><td>Maximum Points available for Cost</td><td>B</td></tr>
<tr><td>Cost for the tender being evaluated</td><td>C</td></tr>
<tr><td>Formula employed</td><td><u>A x B</u>
C</td></tr>
</table>

Tenderers should complete the Pricing Table in the Tender Response Document (TRD)</td></tr>
<tr><td>Criterion B</td><td>Weighting
40%</td><td>Maximum Marks
4000</td><td>Minimum Marks
2000</td></tr>
<tr><td>Title</td><td colspan="3">Methodology to service delivery</td></tr>
<tr><td>Description</td><td colspan="3">Note: Tenderers should not exceed 2 A4 pages, font 11 and no line spacing in their response to this award criteria

Tenderers must demonstrate their ability to deliver services to the LEO’s effectively in all mediums i.e. online and in person, Monday to Sunday; mornings, afternoons and evenings.

Tenderers must detail the features of their proposed methodology for meeting and delivering the content of each Lot they wish to tender for.

Responses should include:

-A description of their methodology to deliver high-quality training in their subject matter to the target audience

-An overview of the content they would propose to deliver to the target audience</td></tr>
</table>

	-A training project plan which clearly shows how training delivery will be organised and manged including timelines and learning outcomes -Communication process with the contactor and training participants -Confidentiality awareness and understanding of GDPR when working with LEO clients in a training capacity Failure to complete the response to Criterion B in the correct manner will render the Tender non-compliant and the Tender will be rejected.

Criterion C	Weighting	Maximum Marks	Minimum Marks
	30%	3,000	1,750

Title	Quality, Expertise and Availability of Resources of Proposed Trainer(s)
Description	**Note: Tenderers should not exceed 2 A4 pages (font 11, no line spacing) in their response to this award criteria.** **Appendixes may be included to provide a summary table of support material for all sublots in a lot. A max of one page per sublot will be accepted. Any additional information will be disregarded.** Tenderers should submit qualifications and expertise of all trainers proposed for this contract. As part of their response Tenderers should: -Tenderer is required to identify the Team Leader with overall responsibility for the services and directly accountable to the client. -Demonstrate expertise which is relevant to the specific Lot(s) applied for Trainer Requirements: 3+ years' experience specific to each LOT that is being applied for, with 2+ years' experience delivering training to micro to small enterprises. -Outline their expertise and knowledge of dealing with the SME sector -Demonstrate their ability to deliver training as and when required over the duration of the contract and within both counties -provide any other information which demonstrates unique attributes and experience which they or their organisation possesses and outlines how these will add to the quality of the service they will deliver under the contract. -For each course contained in the relevant Lot, Tenderers should provide a list of their proposed support material (including pre- and post-training where appropriate) and clearly explain why they are proposing each item on the list and how it supports the relevant training.

Criterion D	Weighting	Maximum Marks	Minimum Marks
	5%	500	200

Title	**Environmental Consideration**
Description	Tenderers are required to demonstrate a commitment to environmental sustainability both in their operational and advisory roles. This includes advocating for eco-friendly business practices and providing solutions that

	help clients minimise their environmental impact in areas such as waste management, energy use, and resource conservation. Tenderers must also be well-versed in environmental regulations and sustainable practices applicable to their client's industries. Proposals must clearly describe how the tenderer fulfils these environmental considerations, detailing specific actions, educational tools, and methodologies employed to promote sustainability within the client's business operations. Tenderers' responses may be uniform across all lots for which they are tendering. In such cases, a single submission of this information is sufficient. However, if the response varies depending on the lot, a separate response for each lot is required. It should be clearly indicated which lot each specific response pertains to. Tenderer's response is limited to two (2) A4 pages, font 11 and no line spacing. The response to this criterion may be identical for each tendered Lot.

NOTE 1: Tenderers should ensure in their tender submission that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 2: Tenders must achieve a minimum overall score of 60% (6,000 marks) in the qualitative criteria A - D as set out above. There is no minimum score for criterion A, this score is based on the cost score formula indicated below. The minimum scores for criteria B-D still must be met.

NOTE 3: Tenderer's must have capacity to deliver both online and offline courses

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	**A**
Maximum Points available for Cost	**B**
Cost for the tender being evaluated	**C**
Formula employed	$\frac{A \times B}{C}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Interpretation
90 – 100%	An **excellent** response that fully meets requirements and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
80 – 89%	A **very good** response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a high standard.
70 – 79%	A **good** response demonstrating a good understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
60 – 69%	A **satisfactory** response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to a satisfactory standard but does not provide sufficiently convincing assurance to award a higher mark.
50 – 59%	An **average** response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a risk that the delivery of the Contracting Authority's requirements may not be successful.
Less than 50% is unacceptable and considered ineligible from further consideration	
25 – 49%	Response demonstrates limited understanding with insufficient or no detail with a significant risk of non-delivery.
1 – 24%	Response demonstrates very limited understanding of the requirements and has fundamental flaws and insufficient detail is provided, and/or the response has fundamental flaws, lacking credibility with a significant risk of non-delivery.
0%	No response or response completely fails to address the criterion under consideration

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework should be

available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework and the award of any contract.

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

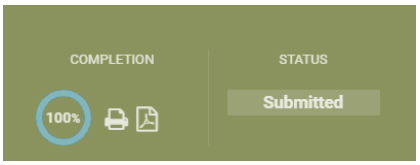
6.1.1 Accessing Documents

It is important to note that you must **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

(a) Log-in to the system
(b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
(e) Complete the “Association with the CfT” tab.
(f) This will then provide you with a link to “Tender” under the Show CfT Menu

6.1.2 Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above and a confirmation email, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.3 Queries

The closing date for submitting queries	as specified on the title page

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

6.4 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a

pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.8 Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there

is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 Change in the composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the tender was critical to the tenderer meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph,

the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.16 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 Notification of Tender Evaluations

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of the Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

6.18 Award Notices

Following the conclusion of the framework, an award notice will be dispatched to the eTenders announcing the results of the competition.

6.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent”.

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of contracts under the framework agreement.

6.24 Currency and Payments

The currency in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT, with the applicable rate of VAT clearly indicated.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.27 Accessibility / Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

6.28 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.29 Payment

The Karshan Supreme court ruling may be applicable to the delivery of this service and consequently payment could be subject to payroll taxes.

Tenderer's should familiarise themselves with the Karshan Ruling as it may impact the method of payment.

6.30 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.31 Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.32 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of the accompanying

Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.33 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract.

6.34 International Procurement Instrument-IPI

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.35 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.